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[VERSION:9/30/2022]

INSTRUCTIONS FOR MOU:

1. These instructions are not a part of the template, do NOT submit these Instructions to DPP.
2. All information in red font must be updated by the User Agency in completing the contract. The red font is meant to draw the user agency's attention to the areas which require changes. Upon updating the required sections, please change the font color to black. DO NOT SUBMIT MOUs TO DPP WITH RED FONT.
3. In instances where a word is in square brackets in red font, like this [User Agency] agencies must update the required information, delete the brackets and change the font to black.
4. In instances where two clauses are separated by the word "or" agencies are required to use the language that is applicable to the particular contract and to delete the irrelevant clause.
5. In instances where text in red appear in parenthesis as shown below, this constitutes instructions in the template and these instructions or the entire clause should be deleted by the user agency based on the applicable circumstances.

(Only insert renewal language in second sentence if the contract has an option to renew)

6. Update all signatories' names and titles, if applicable.



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**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF [INSERT DEPARTMENT NAME]
&
THE VIRGIN ISLANDS OF [INSERT DEPARTMENT NAME]/ ENTITY
NAME THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this ___ day of _____ 20____, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of [Insert Department Name] and Virgin Islands Department of [Insert Department Name]/ Entity Name, each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

WITNESSETH:

Whereas, the Virgin Islands Department of [Insert Department Name] is responsible for [insert responsibilities] pursuant to Title_____, Section_, of the Virgin Islands Code; and

Whereas, the Virgin Islands Department of [Insert Department Name] is responsible for [insert responsibilities] pursuant to Title_____, Section_, of the Virgin Islands Code; and

Whereas, the agencies have a common interest in ensuring_____; and

Whereas, the agencies desire to combine efforts in ensuring_____, by entering into this MOU.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. TERM AND EFFECTIVE DATE

This MOU shall be effective upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of one additional year subject to the same terms noted herein, by providing [insert entity’s name] with 60 days written notice of the Government’s election to renew. (Only insert renewal language in second sentence if the MOU has an option



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to renew)

2. COSTS

There shall be no exchange of funds between the Parties for the performance of tasks under this MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under this MOU.

3. RESPONSIBILITIES/ TASKS

3.1 Department of [Insert Department Name] shall be responsible for:

(a) Insert a list of responsibilities as appropriate

3.2 Department of [Insert Department Name] shall be responsible for:

(a) Insert a list of responsibilities as appropriate

4. DESIGNATED REPRESENTATIVE

Each Party shall designate a representative to oversee its responsibilities under this MOU.

Department of [Insert Department Name] designates:

Insert name, title and address

Department of [Insert Department Name] designates:

Insert name, title and address

5. LIABILITY OF OTHERS

Nothing in this MOU shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by [insert entity's name] as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of [insert entity's name] of whatsoever nature, including but not limited to unemployment insurance and social security taxes for [insert entity's name], its servants, agents or independent contractors. (Insert only if the other entity is not a Government agency)

6. ASSIGNMENT

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.



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7. INDEMNIFICATION

[Insert Entity Name] agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by [insert entity's name] under this MOU and arising from any cause, except the sole negligence of Government. (Insert only if the other entity is not a Government agency)

8. GOVERNING LAW

This MOU shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

9. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOU shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this MOU, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

10. ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This MOU supersedes all prior communications, MOUs, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

11. CONDITION PRECEDENT

This MOU shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

12. TERMINATION

Either party will have the right to terminate this MOU with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.



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13. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this MOU on account of race, creed, color, sex, religion, disability or national origin.

14. CONFLICT OF INTEREST

Both Parties covenant that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOU.

15. NOTICE

Any notice required to be given by the Terms of this MOU shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

Anthony D. Thomas
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

[Name & Title]
[User Agency]
[Physical Address]
[Mailing Address]
[City, State, Zip Code]

[Name & Title]
[Name of Entity]
[Physical Address]
[Mailing Address]
[City, State, Zip Code]

16. INSURANCE

[Insert Entity Name] shall maintain the following insurance coverages during the term of this MOU (ONLY INSERT WHERE THE ENTITY IS PROVIDING DIRECT SERVICES TO OR ON BEHALF OF THE GOVERNMENT)

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than **one million dollars (\$1,000,000.00)** for any one person per occurrence



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for death or personal injury and **one million dollars (\$1,000,000.00)** for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. **(Insurance limits may be reduced subject to DPP's approval).**

- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than **one million dollars (\$1,000,000.00)** per claim. The Government shall be listed thereon as a certificate holder. **(Insurance limits may be reduced subject to the approval of DPP).**
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

17. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

The parties have hereunto set their hands as set forth below.

GOVERNMENT OF THE VIRGIN ISLANDS (If the Parties include a non-Government entity create a separate heading for the other entity similar to the PSC format)

[NAME] [TITLE]
[AGENCY] Date: _____

[NAME] [TITLE]
[AGENCY/ENTITY] Date: _____

Anthony D. Thomas, Commissioner
Department of Property and Procurement Date: _____

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _____ Date _____



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General Contract No. _____

Initials: _____